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May 18, 2022

BY ECF

Hon. Cheryl Pollak
United States Magistrate Judge
United States District Court
225 Cadman Plaza East
Brooklyn, NY 11201

Re: *Fuentes v. CCNGJG Enterprises, Inc.*
19-CV-7113 (CLP)

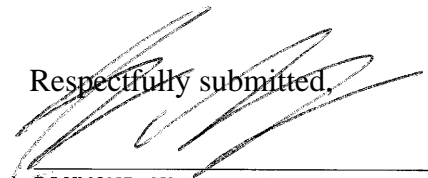
Honorable Cheryl Pollak:

I represent the Defendants in the above matter. Plaintiff is correct that one payment of \$13,000 was made (which went through my office). No further payments were made through my office and, it is my understanding, that Defendants did not render any further payments.

My clients are either unresponsive or unable to render payment at this time, due to the carnage caused by the novel Coronavirus. On their behalf, Defendants request that the language for a fifteen percent increase after ninety days not be added to the amount outstanding. First, § 198 applies to Article 6 of the Labor Law, which is not implicated here, other than the Wage Theft Prevention Act, which would be limited to \$10,000. Second, the parties did not include any such default penalty in their So Ordered agreement.

Thank you for your consideration and cooperation.

Respectfully submitted,



RAYMOND NARDO, ESQ.

RN:kb

cc: Adam Moser, Esq.